IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

NEW LIFE MANAGEMENT & DEVELOPMENT, INC., Plaintiff, v. HILLCREST MANOR, INC., Defendant.	))))))))))	 No.

COMPLAINT

NOW COMES Plaintiff NEW LIFE MANAGEMENT & DEVELOPMENT, INC. ("NEW LIFE"), by and through its counsel, and for its Complaint against HILLCREST MANOR, INC. ("HILLCREST"), states as follows:

PARTIES

1. NEW LIFE is a New Jersey corporation with its principal place of business at 20000 Horizon Way, Suite 700, Mt. Laurel, New Jersey 08054.

2. HILLCREST is a New Hampshire corporation with a business address of 200 Alliance Way, Manchester, New Hampshire 03102.

JURISDICTION & VENUE

3. This Court has subject matter jurisdiction over this action matter pursuant to 28 U.S.C. § 1332 as the Defendants are citizens of different states and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

5. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391 because the Defendant resides in this judicial district.

BREACH OF CONTRACT

6. HILLCREST owns and operates a facility commonly known as Hillcrest Terrace

Retirement Community (hereinafter "Hillcrest Terrace") which provides services for seniors citizens located in Manchester, New Hampshire.

7. NEW LIFE provides development, marketing, management and consulting services to retirement communities being developed and owned by not-for-profit organizations.

8. In January 2007, HILLCREST engaged NEW LIFE to conduct a comprehensive assessment of Hillcrest's management, marketing and physical plant and make recommendations for improving the Hillcrest's position within its marketplace, census and financial performance (the "Study"). A true and correct copy of the Study is attached hereto as Exhibit A. The Study, which was delivered in June 2007, outlined a proposal for implementing three phases of development and expansion at Hillcrest Terrace, which would result in a repositioning, expansion and revitalization of Hillcrest Terrace.

9. On or about August 28, 2007, NEW LIFE and HILLCREST entered into an Agreement in which NEW LIFE was to perform certain services more specifically identified therein related to the Phase 1, Phase 2 and Phase 3 construction to be performed at Hillcrest Terrace. A true and correct copy of the Agreement is attached hereto as Exhibit B.

10. Pursuant to the Agreement, HILLCREST agreed to pay NEW LIFE a monthly fee of $10,000 until all Phase I services have been achieved, or until such time as HILLCREST terminated the Agreement, whichever came first.

11. In addition to a default, the Agreement could be terminated by mutual written agreement of both parties or upon forty five (45) calendar days prior written notice for any reason.

12. Pursuant to paragraph 8.2 of the Agreement, if the Agreement was terminated by HILLCREST and within three (3) years of the termination HILLCREST pursued either Phase II or Phase III services as set forth and outlined in the Study without the services of NEW LIFE, then HILLCREST agreed to pay NEW LIFE an additional fee of $150,000.

13. On or about March 1, 2009 HILLCREST and NEW LIFE agreed upon a Memorandum of Understanding (the "Memorandum") that temporarily modified the terms of the Agreement to permit HILLCREST to pay NEW LIFE a reduced monthly fee of $5,000.00 for a minimum of six months. A true and correct copy of the Memorandum is attached hereto as Exhibit C.

14. The Memorandum could be extended on a "month to month" basis as necessary.

15. On or about March 1, 2010 HILLCREST terminated the Agreement and, consequently, the Memorandum.

16. HILLCREST has pursued Phase II and/or Phase III projects within three years of terminating the Agreement with NEW LIFE.

17. Page 3 of the Study outlines Phase II and Phase III services as follows:

> Phase II would encompass the construction of 24 additional, higher end independent living apartments on the campus. The new construction would also include 4,000 square feet of common space.
>
> Phase III would encompass the construction of 48 independent living villas built as six 8-plex buildings with 6,000 square feet of common space.

18. Pursuant to HILLCREST's website, it has pursued the following Phase II and/or Phase III construction of "common space":

> We now have exciting plans that include lots of changes to ensure that we offer what people need and want in a retirement community right here in Manchester. Next month, Hillcrest Terrace breaks ground on an expansion and redevelopment project that includes a redesign of our common areas and ***the addition of an indoor swimming pool, spa, and state of the art fitness center*!**

19. NEW LIFE has made demand upon HILLCREST for payment of the $150,000.00 fee promised in paragraph 8.2 of the Agreement; however, HILLCREST has failed and/or refused to make payment.

20. NEW LIFE has performed all of its obligations under the Agreement prior to it being terminated by HILLCREST.

21. HILLCREST defaulted under paragraph 8.2 of the Agreement by failing to make the payment in the amount of $150,000.00 to NEW LIFE after HILLCREST began to pursue Phase II and Phase III services.

22. NEW LIFE has been damaged by HILLCREST'S default under the Agreement in the amount of $150,000.00, plus prejudgment interest from March 1, 2010 through the date of judgment, plus costs.

WHEREFORE, PEOPLES respectfully requests that this Court enter judgment against HILLCREST in the amount of $150,000.00, plus prejudgment interest from March 1, 2010 through the date of judgment, plus costs , and for all other relief that this Court deems just.

Respectfully Submitted,

NEW LIFE MANAGEMENT & DEVELOPMENT, INC.

Dated: 1/18/2011

BY: /s/ Daniel C. Proctor, Esquire

Daniel C. Proctor, Esquire
PO Box 3544
Concord, NH 03302-3544
(603) 228-8226
Bar ID# 6589